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Genentech Legal Department

1 DNA Way
South San Francisco, CA 94080
650-225-1994
Fax: 650-952-9881/9882

FAX TRANSMISSION COVER SHEET

Date: May 8, 2003

To: Piper Marbury Rudnick & Wolfe LLP
Attn: Perry Van Over

Fax: (202) 861-3877

Re: Dr. Scheuermann's MTA

Sender: Wendy M. Lee

YOU SHOULD RECEIVE 6 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL 650-225-2830.

Privileged Confidential Attorney/Client Communication

Please see the attached.

Genentech, Inc. Proposal [redacted]quest and Material Transfer Agreement with Richard H. Scheuermann (1993), 3 pages, and letters in relation to it dated June 23, 1993 and October 20, 1993.

3730-115507 ★

Genentech, Inc.

October 20, 1993

Richard H. Scheuermann, Ph.D.
Assistant Professor
Department of Pathology
University of Texas
Southwestern Medical School
5323 Harry Hines Blvd.
Dallas, Texas 75235-9072

Dear Dr. Scheuermann:

Enclosed please find 2.0 mgs of purified antibody from the following hybridomas: anti-p185^{HER2} 4D5 (lot# 59839A; IgG1, k; 2.3 mg/ml), anti-p185^{HER2} 3H4 (lot# 7827-53; IgG1, k; 1.5 mg/ml) and anti-p185^{HER2} 7C2 (lot# 16904-36; IgG1, k; 8.5 mg/ml). This additional shipment is being sent to continue your study of HER2 expression in breast and ovarian tumor cell lines. Best of luck in your studies.

Regards,

Marsha M. Young
Scientific Support Specialist
For Brian M. Fendly

cc: Terry Smith (Research Contracts and Reagents Program)

SHIPMENT

3730

3730-115507

Genentech, Inc.

460 Point San Bruno Boulevard
South San Francisco, CA 94080
(415) 266-1000
FAX (415) 266-1766

Richard H. Scheuermann, Ph.D.
Assistant Professor
Department of Pathology
University of Texas
Southwestern Medical School
5323 Harry Hines Blvd.
Dallas, Texas 75235-9072

June 23, 1993

Dear Dr. Scheuermann:

Enclosed please find 1.0 mg of purified antibody from the following hybridomas: anti-p185^{HER2} 4D5 (lot#59839A; IgG1, k; 2.3 mg/ml), anti-p185^{HER2} 2H11 (lot#11030-31; IgG2a, k; 1.0 mg/ml) and anti-rpg120 6E10 (10404-80; IgG1, k; 7.4 mg/ml. These reagents are being shipped as we discussed by telephone for studying HER2 expression in breast and ovarian tumor cell lines. Under another cover, Genentech's Research Contracts and Reagents Program will send you our standard Material Transfer Agreement (MTA) form. Please fill out the MTA retrospectively and return to the Research Contracts and Reagents Program to facilitate receiving additional reagents for your studies. Please do not hesitate to call if require additional information on these antibodies.

Regards,

Brian M. Fendly,
Sr. Scientific Manager,
Hybridoma Development

cc Irene Smith (Research Contracts and Reagents Program)

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Collaborations Program

Genentech, Inc. Proposal Request

R. Scheuermann

3730-115507

Principal Investigator

Name	Richard H. Scheuermann	Phone	214-645-4115
Title	Asst. Professor	Fax	-4070

Institution Address

Dept. of Pathology
Southwestern Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75235-9072

Shipping Address *(If different from above)*

Courier Service

Name
Account Number

Materials Requested

* Specify *human* or *murine* for IFN-g or TNF-a

Material *	Amount
4D5 - mouse monoclonal Ab, α-HER2	1mg
control isotype matched Ab	1mg

material already sent

Title of Research

Growth regulation of carcinoma cell lines by the estrogen receptor HER2

Scientific Keywords

Choose *at least one* word from each category on the keyword list (green sheet).

System: (circle one) (in vitro) in vivo both

Topic	Disease
anti-proliferation	cancer
gene regulation	breast carcinoma
mechanism of action	ovarian carcinoma

Model	Other
cell line	
breast carcinoma	
ovarian carcinoma	

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Collaborations Program

3730-115507

Background / Objective

We have been working with a mouse B cell lymphoma system in which cell growth can be inhibited by crosslinking surface Ig. We now would like to identify other systems in which growth arrest can be induced through cell surface molecules, and to compare their characteristics with our mouse lymphoma model.

Rationale / Significance

The 405 antibody has been reported to affect the growth of carcinoma cells through its interaction with the estrogen receptor HER2. If cell growth is inhibited in a manner similar to what we have observed with our mouse lymphoma model it would suggest that growth arrest of tumor cells might be a common phenomenon.

Methods

Treat carcinoma cell lines with 405 and control antibodies in vitro and measure growth properties by cell number counts, thymidine incorporation, and FACS for DNA content.

▼ Must be completed or request will be denied. ▼

In Vivo Studies		In Vitro Studies	
Species:		Cell culture system:	carcinoma cell lines
Amount per dose:		Concentration:	1-10 µg/ml
# of doses per animal:		# of samples:	10
# of animals:		# of experiments:	20
Total amount needed:		Total amount needed:	1 mg.

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Richard H. Vollmer
Signature

7/19/93
Date

Original agreement to Legal

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OCT 11 1993

JUL 22 1993

3730-115507

MATERIAL TRANSFER AGREEMENT

Collaborations Program

ID:

To protect Genentech's proprietary interest with respect to the Research Material(s) and because its/their shipment for research use requires compliance with certain Federal regulations, we ask that you and your employing institution agree to the following conditions.

Research Material Requested: ~~405 antibody~~ anti-p185 (HER2) 405, anti-p185 (HER2) 2H11 and anti-rgp120 6E10 (E)

1. None of the Research Material(s) will be transmitted to others outside of your own laboratory. Upon completion of your study, any remaining Research Material(s) will be properly destroyed or returned to Genentech, at Genentech's option.
2. If information is supplied with the Research Material(s), you will not disclose to others or use such information other than for the purpose in paragraph 3. This excludes any information that is previously known to you (as evidenced by written records), or becomes publicly available, or which is disclosed to you by a source not similarly obligated to Genentech.
3. The Research Material(s) will be used solely for non-commercial research purposes and will not be used in any studies other than those described in your research plan, entitled Growth regulation of carcinoma cell lines by the estrogen receptor HER2 (attached), dated 7/1/93. If animal studies have been proposed, you have considered in vitro approaches to the research and have followed the NIH guidelines regarding such work. *The Research Material(s) will not be used in humans under any circumstances.*
4. The Research Material(s) will not be used in research that is subject to consulting, licensing, or similar obligations to another commercial entity, unless written permission is first obtained from Genentech.
5. You will supply a written report detailing the results obtained in your study at least annually to Genentech until the study is concluded, at which time you will submit a final report. The final report may be in the form of a manuscript, abstract, or other publication submission. You and your institution agree to not disclose these results, their underlying data and/or any conclusions drawn from the study, orally or in writing (e.g. by submission of a manuscript, abstract, patent application, etc.), until Genentech has had thirty days in which to review the intended disclosure and make recommendations or comments. Genentech will treat information disclosed by you as confidential, upon request, by entering into a Confidentiality Agreement to be negotiated by the parties.
6. You and your institution agree not to grant any rights under patents or patent applications covering inventions conceived or reduced to practice as a proximate result of your use of Research Material(s) without first offering Genentech the opportunity to meet the terms of such proposed grant of rights or to supply equivalent consideration for such grant. Genentech will have no obligation to you or your institution with respect to the use or disclosure of research results with the Research Material(s) that are not covered by a valid and enforceable patent or which are not covered by a Confidentiality Agreement as provided in Paragraph 5.
7. You and your institution, to the extent permitted by governing law, will hold Genentech harmless from any claims or liability resulting from your use of the Research Material(s) except insofar as such claims or liability arise out of the negligence or wrongdoing of Genentech. Genentech agrees to notify you and your institution as soon as Genentech becomes aware of a claim or liability and to cooperate with your institution in the defense of such claim. Genentech further agrees not to compromise or settle any such claim or action without prior notification to you and your institution.
8. Each party agrees not to use or refer to this Agreement in any promotional activity, or use the names or marks of the other without express written permission. However, this paragraph shall not preclude Genentech's attribution of authorship in, and distribution of academic literature reporting the results of research conducted with Research Material(s).
9. *Any Research Material is supplied "as is" with no warranties, express or implied, including any warranty of merchantability, title, or fitness for a particular purpose.*

To confirm agreement with the above terms, please sign and date agreements below, have an authorized representative of your institution sign and date them, and return both originals to the Collaborations Program. We will return one fully executed agreement to you for your files. We will ship the Research Material(s), with appropriate technical information, following receipt of this signed document and approval of the proposed research by Genentech.

Agreed By:
Principal Investigator: [signature] Richard H. Scheuermann Date: 7/1/93
(Signature) (Print name)

Name of Institution: The University of Texas Southwestern Medical Center at Dallas
(Please type or print)

Authorized Institutional Representative: [signature] Date: JUL 16 1993
(Signature)

Name and Title of Representative: Peter H. Fitzgerald, Executive Vice President for Business Affairs
(Please type or print)

Approved By Genentech
Project Team Leader: [signature] CATHERINE G. JARETT Date: 8-13-93
(Signature) (Print Name)

Genentech Legal: